



Certified:

**E-95-21**

Filed with the Clerk of The  
Nassau County Legislature  
June 4, 2021 10:59AM

**NIFS ID:CFPW21000013 Department: Public Works**

**Capital: X**

SERVICE: On-Call Building Design B90406-01DN

Contract ID #:CFPW21000013

NIFS Entry Date: 23-APR-21

Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>N &amp; P Engineering, Architecture and Land Surveying</b>	Vendor ID#: [REDACTED]
Address: 572 Walt Whitman Road Melville, NY 11747	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Robert LaBaw
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590 Phone: 516 / 571-6812

## Routing Slip

Department	NIFS Entry: X	23-APR-21 -- LDIONISIO
Department	NIFS Approval: X	23-APR-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	23-APR-21 -- RDALLEVA
OMB	NIFA Approval: X	28-APR-21 -- CNOLAN
OMB	NIFS Approval: X	23-APR-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	23-APR-21 -- AAMATO
County Atty.	Approval to Form: X	23-APR-21 -- NSARANDIS

<b>CPO</b>	<b>Approval: X</b>	<b>03-MAY-21 -- KOHAGEN</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>07-MAY-21 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>10-MAY-21 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>01-JUN-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> This is an agreement with N&P Engineering, Architecture and Land Surveying PLLC to provide on-call building design services for DPW's building construction group in emergency/time sensitive situations or whenever special expertise is required.
<b>Method of Procurement:</b> RFP was issued 7/2/19 - 12 proposals were received
<b>Procurement History:</b> RFP was issued. Twelve (12) firms submitted responses to the RFP. The top five (5) firms ranking firms, including N & P Engineering, Architecture and Land Surveying, were selected.
<b>Description of General Provisions:</b> N & P Engineering, Architecture and Land Surveying will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required.
<b>Impact on Funding / Price Analysis:</b> Maximum contract cap is One Million Dollars (\$1,000,000.00) for a term of 2 years with an option to renew for 2 years. Project 90406.
<b>Change in Contract from Prior Procurement:</b> None.
<b>Recommendation: (approve as submitted)</b> Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/90406/00002/000	\$ 0.01
Control:	00	Contract:				\$ 0.00
Resp:	CAP	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	90406	Capital	\$ 0.01			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NELSON & POPE ENGINEERING, ARCHITECTURE & LAND SURVEYING, PLLC

WHEREAS, the County has negotiated a personal services agreement with Nelson & Pope Engineering, Architecture & Land Surveying, PLLC for On-Call Building Design Services: Division of Engineering, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Nelson & Pope Engineering, Architecture & Land Surveying, PLLC.



## Nassau County Interim Finance Authority

### **Contract Approval Request Form (As of January 1, 2015)**

**1. Vendor:** Nelson & Pope Engineering, Architecture and Land Surveying

**2. Dollar amount requiring NIFA approval:** \$1000000

**Amount to be encumbered:** \$.01

This is a New

If new contract - \$ amount should be full amount of contract

If advisement ?NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

**3. Contract Term: 2 years with a possible 2 year extension**

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

N

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

The Department of Public Works requested proposals from firms to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency&#x2F;time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

**7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount



## **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN

28-APR-21

**Authenticated User**

**Date**

## **COMPTROLLER'S OFFICE**

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## **NIFA**

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590-2723

**"ON-CALL" BUILDING DESIGN SERVICES  
DIVISION OF ENGINEERING  
AGREEMENT NO. B90406-01DN**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) N&P Engineering, Architecture and Land Surveying, PLLC, having an office at 70 Maxess Road, Melville, NY 11747 (the "Firm").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, for a possible total term of four (4) years. The decision to renew the contract will be at the sole discretion of the County. The Agreement, so extended, shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its

entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services: Division of Engineering. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit "A", (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, Building Information Modeling (BIM) and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.



(6) Premium pay for overtime work or night differential, if required by the specific task, shall be subject to the payment terms indicated in Exhibit "B".

(7) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Million (\$1,000,000.00)** dollars for each 2-year term.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subconsultants. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by Subconsultants in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

- (i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.
- (ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.
- (iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.
- (iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document



or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach

being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any



threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

(e) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.



(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the



Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.



16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.



19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of **Five Hundred and thirty three (\$533)** dollars for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By:   
Name: Michael A. Sciara, RA, LEED AP

Title: Senior Partner

Date: 05/26/2021

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

**[Note to Departments:** County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)  
SUFFOLK )ss.:  
COUNTY OF NASSAU)

On the 26 day of May in the year 2021 before me personally came Michael A. Sciara, RA, LEED AP to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Partner of N&P Engineering, Architecture and Land Surveying, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC



STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



# **EXHIBIT "A"**

## **DETAILED SCOPE OF SERVICES**

### **ON-CALL BUILDING DESIGN SERVICES**

#### **1. Scope of Services:**

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

#### **2. Notification**

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

#### **3. Task Order (Mission) Procedures**

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Mission") that provides a detailed description of the services required by the Department and the type of cost

estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

- 1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

- 2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

- 1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

- 2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

{Remainder of page intentionally left blank}



## **EXHIBIT “B”**

### **PAYMENT SCHEDULE**

#### **ON-CALL BUILDING DESIGN SERVICES**

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

#### **1. SERVICES**

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of as specified in Appendix A attached hereto and made part hereof; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

#### **(b) Sub-consultants and Special Consultants**

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

#### **2. MAXIMUM HOURLY WAGE RATE SCHEDULE:**

The “Maximum Hourly Wage Rate Schedule” annexed hereto and made a part hereof as Exhibit “C” shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary

increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule.

{Remainder of page intentionally left blank}

## EXHIBIT "EE"

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Firm shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, up-gradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, up-gradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.

(c) The Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Firm shall, in its advertisements and solicitations for Sub-consultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Sub-consultants must be equal opportunity employers.

(f) Firms must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Sub-consultants so that, to the greatest extent feasible, all Sub-consultants will be approved prior to commencement of work. Any additions or changes to the list of Sub-consultants under the utilization plan shall be approved by the Commissioner of the Department



of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Sub-consultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Sub-consultant approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Firm must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Firm must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Firm shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations,



shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Sub-consultant and shall complete all forms provided by the Executive Director or the Department Head relating to Sub-consultant utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Firms or Sub-consultants in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Sub-consultant as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Firm, listing the procedures it has undertaken to procure Sub-consultants in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.



As used in this Appendix EE the term "County Firm" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Sub-consultant.

As used in this Appendix EE the term "County Firm" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Sub-consultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Sub-consultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE Sub-consultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Sub-consultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed

unqualified by the County Firm shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Sub-consultants by the County Firm must also be included with the Best Effort Documentation
- i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Firm.

As used in this Appendix EE, the term "Sub-consultant" shall mean a person or firm who performs part or parts of the contracted work of a prime Firm providing services, including construction services, to the County pursuant to a county contract. Sub-consultant shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Firm that are necessary for the prime Firm to fulfill its obligations to provide services to the County pursuant to a county contract. Sub-consultant shall not include a supplier of materials to a Firm who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Firm, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Sub-consultants and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

Proposer: N&P Engineering, Architecture and Land Surveying, PLLC

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan

1. Proposer's Multiplier:	<u>2.65</u>
2. Proposer's Multiplier for Extra Services:	<u>2.65</u>
3. Sub-Consultant Multiplier: (Cannot Exceed Proposer's Multiplier)	
a. Avitz Engineering, PLLC	<u>2.65</u>
b. <u>The Tocci Group</u>	<u>2.50</u>
c. _____	_____
d. _____	_____

Attach staffing schedule with names, titles, and hourly rates. Maximum hourly rate **with** multiplier is \$175.00.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: \_\_\_\_\_

(Signature)

PRINT NAME: \_\_\_\_\_

Michael A. Sciara, RA, Partner

DATE: 07/30/2019



# EXHIBIT "C"

## MAXIMUM WAGE RATE SCHEDULE

**N & P Engineering, Architecture and Land Surveying, PLLC**  
**Nassau County Department of Public Works (NCDPW)**  
**Wage Rate Schedule**

Name	Labor Category	NCDPW Approval Date	Maximum Rate
Ahearn, James	Senior Engineer	12/27/2017	\$57.00
Amadeo, Elvin	Engineer	9/13/2018	\$26.45
Barcenilla, Alfred	Rodman	12/27/2017	\$28.34
Barrie, Osman	Sr. Project Manager	12/27/2017	\$60.10
Bartell, Jesse	Survey Technician	12/27/2017	\$28.41
Becker, Gary	Senior Associate	12/27/2017	\$75.00
Bert, Victor	Senior Associate	1/1/2019	\$75.00
Blackmore, Richard	Party Chief	12/27/2017	\$39.90
Bobyak, Lori	Project Engineer	12/27/2017	\$35.94
Boese, Robert	Party Chief	6/14/2019	\$40.90
Brandoff, Darlene	Field Engineering Technician	12/27/2017	\$40.00
Braverman, Peter	Sr. Project Manager	12/27/2017	\$50.02
Burriciello, Christine	Senior Survey Technician	12/27/2017	\$32.21
Butera, Nicole	Administrative Assistant	12/27/2017	\$23.50
Calo, Thomas	Field Engineer	12/27/2017	\$49.00
Camara, Guy	Engineer	6/14/2019	\$29.81
Cappella, John	Field Engineer	6/14/2019	\$41.00
Carroll, David	Junior Engineer	9/13/2018	\$18.00
Cecere, Adrianna	Junior Engineer	9/13/2018	\$18.00
Cianciulli, Debra	Senior Draftsperson	9/13/2018	\$30.00
Collins, Corrine	Project Coordinator	12/27/2017	\$43.78
Conti, Thomas	Junior Engineer	9/13/2018	\$15.60
Crane, Matthew	Partner	1/1/2019	\$75.00
D'Costa, Sean	Senior Draftsperson	12/27/2017	\$20.60
Dello, Michael	Sr Field Engineering Technician	12/27/2017	\$41.12
DeLuca, Joseph	Senior Project Engineer	12/27/2017	\$38.59
DiBiase, Matthew	Engineer	12/27/2017	\$30.92
Dixon, Thomas	Partner	12/27/2017	\$75.00
Donovan, John	Senior Associate	6/14/2019	\$75.00
Doyen, Richard	Junior Engineer	6/14/2019	\$18.00
Duffy, Joseph	Party Chief	12/27/2017	\$28.00
Dwyer, Jr, Robert	Field Engineering Technician	9/13/2018	\$22.50
Ebinger, Peter	Senior Survey Technician	12/27/2017	\$33.71
Eder, Patti	Senior Draftsperson	12/27/2017	\$31.00
Epifania, Joseph	Partner	12/27/2017	\$75.00
Falco, Richard	Engineer	12/27/2017	\$31.25
Fallon, Robert	Project Manager	12/27/2017	\$46.18
Fasulo, Gian Fabio	Engineer	12/27/2017	\$27.85

Name	Labor Category	NCDPW Approval Date	Maximum Rate
Felci, Daniel	Project Engineer	12/27/2017	\$38.47
Gamba, Nicolas	Junior Engineer	6/14/2019	\$18.00
Geib, Lucas	Rodman	9/13/2018	\$28.34
Gibbons, Thomas	Project Manager	9/13/2018	\$58.66
Gonzalez, Maria	Senior Draftsperson	12/27/2017	\$28.84
Gorskie, Edward	Senior Survey Technician	12/27/2017	\$35.96
Greenbaum, Patricia	Administrative Assistant	12/27/2017	\$21.02
Haag, Matthew	Draftsperson	9/13/2018	\$26.00
Herrmann, Timothy	Sr Field Engineering Technician	6/14/2019	\$35.00
Herzberg, Evan	Rodman	6/14/2019	\$29.05
Higgins, Francis	Field Engineer	12/27/2017	\$45.39
Itzler, Joshua	Junior Engineer	12/27/2017	\$16.54
Jacob, Justin	Engineer	12/27/2017	\$18.00
Jean, Richard	Field Engineer	6/14/2019	\$44.00
Kamm, Tyler	Senior Project Engineer	12/27/2017	\$38.59
Kelly, Mark	Sr Field Engineering Technician	6/14/2019	\$41.00
Kern, Kyle	Project Engineer	12/27/2017	\$38.47
Klein, Jon	Director of Grants - Management Services	12/27/2017	\$40.00
LaValle, Richard	Associate	12/27/2017	\$71.26
Lembo, Thomas	Partner	12/27/2017	\$75.00
Lewis, Jr., Todd	Junior Engineer	6/14/2019	\$15.54
Lool, Edgar	Sr Engineering Technician	12/27/2017	\$33.52
Maffetone, Jonathan	Project Engineer	12/27/2017	\$38.20
Marnika, Hrvoje	Sr. Project Manager	12/27/2017	\$62.30
Mascioli, Michael	Superintendents	12/27/2017	\$28.85
Mattera, Matthew	Project Engineer	12/27/2017	\$39.89
Matthew, Haag	Draftsperson	9/13/2018	\$26.00
McFerran, Eric	Partner	12/27/2017	\$75.00
McGrath, Ryan	Project Manager	9/13/2018	\$40.87
Merkel, Jason	Project Architect	12/27/2017	\$39.00
Metzger, Thomas	Sr Engineering Technician	6/14/2019	\$42.00
Milani, George	Senior Engineer	12/27/2017	\$58.13
Milliken, James	Sr. Project Manager	12/27/2017	\$63.90
Mincone, James	Junior Engineer	6/14/2019	\$18.00
Mock, Melissa	Senior Administrative Assistant	12/27/2017	\$42.02
Montani, John	Field Engineer	12/27/2017	\$51.01
Moreno, Wilson	Draftsperson	9/13/2018	\$15.50
Morrison, William	Party Chief	6/14/2019	\$40.90
Murphy, Michelle	Engineer	12/27/2017	\$27.50
Murphy, Russell	Senior Engineer	12/27/2017	\$60.72
Nelson, Jr., Robert	Partner	12/27/2017	\$75.00
Nyburg, Eric	Project Manager	12/27/2017	\$49.05
Nyburg, Ian	Survey Technician	12/27/2017	\$25.02
O'Dwyer, Thomas	Junior Engineer	9/13/2018	\$18.00

Name	Labor Category	NCDPW Approval Date	Maximum Rate
Ortiz, Daniel	Engineer	12/27/2017	\$31.25
Ottalano, Ralph	Director	12/27/2017	\$72.12
Patanjo, Robert	Sr Field Engineering Technician	12/27/2017	\$42.50
Pecora, Joseph	Associate	12/27/2017	\$67.35
Perrotta, John	Sr. Project Manager	12/27/2017	\$66.30
Peterman, David	Draftperson	12/27/2017	\$16.25
Peterman, Eric	Project Manager - Surveying	6/14/2019	\$40.14
Peterman, Gregory	Partner	12/27/2017	\$75.00
Petrova, Nikoleta	Draftperson	12/27/2017	\$23.50
Pfuhl, Ronald	Sr. Project Manager	12/27/2017	\$60.53
Protosow, Richard	Field Engineer	12/27/2017	\$50.00
Protosow, Scott	Project Engineer	6/1/2016	\$31.85
Risinger, Scott	Project Manager	12/27/2017	\$53.07
Rodie, Brian	Project Engineer	12/27/2017	\$40.87
Roth, Jason	Field Supervisor/Survey Chief	12/27/2017	\$55.29
Russo, Michael	Associate	12/27/2017	\$60.10
Ryan, Jack	Junior Engineer	9/13/2018	\$12.00
Sauer, Gary	Sr Engineering Technician	12/27/2017	\$35.00
Schatz, Hayley	Draftperson	12/27/2017	\$26.93
Schick, Matthew	Senior Surveyor	12/27/2017	\$43.77
Schmidt, Jonathan	Associate Surveyor	12/27/2017	\$59.91
Sciara, Michael	Partner	9/13/2018	\$75.00
Scimeme, Gabriel	Junior Engineer	9/13/2018	\$18.00
Scott, Russell	Partner	12/27/2017	\$75.00
Stickelman, Alexis	Junior Engineer	9/13/2018	\$18.00
Sylvester, Paul	Sr Field Engineering Technician	12/27/2017	\$42.00
Torres, Leida	Draftperson	9/13/2018	\$20.00
Tracy, Dylan	Junior Engineer	12/27/2017	\$17.00
Van Helden, Kenneth	Engineer	12/27/2017	\$26.40
Vaz, John	Sr Engineering Technician	12/27/2017	\$33.22
Voorhis, Christopher	Project Manager	12/27/2017	\$44.14
Walker, Elizabeth	Senior Administrative Assistant	12/27/2017	\$36.42
Weller, Richard	Associate Surveyor	12/27/2017	\$60.70
Wessel, Joshua	Engineering Technician	1/1/2019	\$31.25

*Note: Field Survey Crew billing rates are subject to compliance with the NYS Labor Wage Rates (Consultant Rate for general surveying tasks and Heavy Construction rate for construction layout.) Billing for field surveying services will reflect the current posted rates in effect at the time of service.*

**Nelson, Pope & Voorhis, LLC**  
**Nassau County Department of Public Works (NCDPW)**  
**Wage Rate Schedule**

Name	Labor Category	NCDPW Approval Date	Maximum Rate
Aitken, Mary	Planner	12/27/2017	\$31.21
Arnesen, Eric	Project Manager/Hydrogeologist	12/27/2017	\$44.00
Beltrani, Adriana	Env. Planner 3	12/27/2017	\$24.52
Biscardi, Andrew	Field Technician	9/13/2018	\$20.00
Brusseau, Michael	Project Manager/Sr.Environmental Planner	12/27/2017	\$48.80
Byrnes, Nicholas	Field Technician	6/14/2019	\$20.00
Cartwright, Elizabeth	Environmental Engineer	12/27/2017	\$28.85
Cassandra Castano	Jr. Landscape Ecologist	6/14/2019	\$18.00
Crespo, Ashley	Assistant Landscape Ecologist	9/13/2018	\$22.00
Dellavecchia, Nicole	Economic Analyst/Planner	12/27/2017	\$33.30
Durante, Magda	Administrative Assistant	12/27/2017	\$16.00
Eiseman, Kathryn	Partner/Division Manager	12/27/2017	\$67.31
Emouna, Hannah	Environmental Scientist	12/27/2017	\$28.85
Franson, Maria	Partner/Principal Planner	12/27/2017	\$64.90
Garner, Taylor	Planning Technician	12/27/2017	\$24.52
Kassner, Jeffrey	Senior Environmental Scientist	9/13/2018	\$65.00
Keenan, Eileen	Senior Planner	12/27/2017	\$39.43
Klein, Jon	Director of Grants - Management Services	12/27/2017	\$40.00
Lockman, Jonathan	Principal Environmental Planner	12/27/2017	\$49.04
Malicki, Phillip	Senior Environmental Planner	12/27/2017	\$38.08
Marciszyn, Ashley	Administrative Assistant	12/27/2017	\$25.73
Marino, Raymond	Environmental Scientist	9/13/2018	\$31.25
McGinn, Jonathan	Environmental Technician	12/27/2017	\$20.11
McGinn, Steven	Partner/Division Manager	12/27/2017	\$67.31
Ner-Karas, Sylwia	Senior Environmental Scientist	9/13/2018	\$36.06
O'Farrell, Carrie	Senior Partner	12/27/2017	\$69.71
Pomi-Urbat, Lara	Project Manager/Environmental Scientist	12/27/2017	\$37.02
Robln, Scott	Environmental Planner	12/27/2017	\$31.21
Scarfo, Brianna	Environmental Analyst	12/27/2017	\$27.00
Schmidt, Rusty	Landscape Ecologist	12/27/2017	\$33.66
Singer, Sarah	Env. Planner 2	9/13/2018	\$31.25
Stach, Melinda	Administrative Assistant	9/13/2018	\$16.00
Stach, Maximilian	Partner/Principal Planner	12/27/2017	\$60.10
Turner, Stuart	Partner/Principal Planner	12/27/2017	\$48.08
Voorhis, Charles	Managing Partner	12/27/2017	\$75.00
Vricella, Carl	Environmental Technician	9/13/2018	\$17.00
Wilkinson, Connor	Environmental Technician	12/27/2017	\$16.00

## Attachment 1

Avitz Engineering, PLLC				
Client: NCDPW				
Project: On Call Building Design				
Rate Schedule				
<u>Proposal for Professional Services</u>				
		PRINCIPAL - Structural Engineer of Record	Staff Engineer	Draftsman
Base Rate:		\$59.00	\$44.30	\$27.70
Multiplier:		2.65	2.65	2.65
Billing Rate:		\$156	\$117	\$73

**THE TOCCI GROUP INC.**

**2019 HOURLY RATES with 2.5 Multiplier**

<b>Title</b>	<b>Name</b>	<b>Hourly Rate</b>	<b>Billing Rate</b>
Principal	Paola Tocci	\$140.00	\$175.00
Project Manager/ Chief Estimator	Ralph Ottaiano	\$80.00	\$175.00
Sr. Estimator:	Ray Rogers	\$70.00	\$175.00

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Thomas F. Lembo, PE \_\_\_\_\_ (Name)

70 Maxess Road, Melville, NY 11747 \_\_\_\_\_ (Address)

631.427.5665 \_\_\_\_\_ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has   X   has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has   X   has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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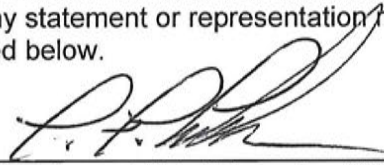


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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

05/26/2021

Dated



Signature of Chief Executive Officer

Thomas F. Lembo, PE, Senior Partner

Name of Chief Executive Officer

Sworn to before me this

26 day of May, ~~2019~~ 2021



Notary Public



## 7. Compliance with Law.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

A handwritten signature in black ink, appearing to read 'T. F. Lembo', written over a horizontal line.

Signature

Thomas F. Lembo, PE, Senior Partner/Compliance Officer

Printed Name and Title

05/26/2021

Date

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** N&P Engineering, Architecture and Land Surveying, PLLC

**CONTRACTOR ADDRESS:** 70 Maxess Road, Melville NY 11747

**FEDERAL TAX ID #:** 113551992

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☒ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on July 2, 2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract Reporter, [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 31, 2019 [date]. Twelve (12) [state #] proposals were received and evaluated. The evaluation committee consisted of: Rakhal Maitra, Deputy Commissioner, Joseph Amerigo, Project Manager IV, Valiant Yeung, Architect III, and Robert LaBaw, Architect IV, Project Manager

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

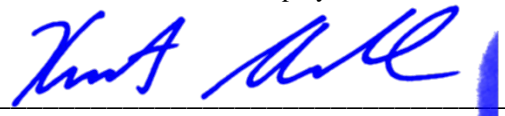
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☒ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

4/16/21

Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Thomas F. Lembo state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: N&P Engineering, Architecture and Land Surveying, PLLC

Vendor's Address: 70 MAXESS ROAD MELVILLE NY US 11747

Vendor's EIN or TIN: 11-3551992

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
02/19/2021 07:39:23 PM

Lobbyist Registration and Disclosure Form:  
02/19/2021 07:47:07 PM

Business History Form certified:  
02/22/2021 10:08:55 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
03/29/2021 10:41:33 AM

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]	02/22/2021 09:11:03 AM
Robert G. Nelson, Jr., PE [RNELSON@NELSONPOPE.COM]	02/22/2021 09:00:21 AM
Gregory D. Peterman, PLS [GPETERMAN@NELSONPOPE.COM]	02/22/2021 09:09:08 AM
Russell Z. Scott [RSCOTT@NELSONPOPE.COM]	02/23/2021 08:31:45 AM
Thomas C. Dixon, PE [TDIXON@NELSONPOPE.COM]	02/22/2021 09:02:54 AM
Eric J. McFerran, PE [EMCFERRAN@NELSONPOPE.COM]	02/22/2021 09:05:58 AM

I, Thomas F. Lembo hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Thomas F. Lembo, PE TLEMBO@NELSONPOPE.COM

*Name*

Senior Partner/Compliance Officer

*Title*

N&P Engineering, Architecture and Land Surveying, PLLC

*Name of Submitting Entity*

03/29/2021 11:05:27 AM

*Date*





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☒ NO ☐ If yes, to what campaign committee?

N+P's Accounting Department has reviewed the financial records of Nelson + Pope, as well as our affiliate Nelson Pope Voorhis. Based on this review, contributions were made by: N+P and NPV contributed to: [REDACTED] for the time period beginning two years prior to the date of this disclosure and ending on the date of this disclosure.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:  
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]

Dated: 02/19/2021 07:39:23 PM

Vendor: N&P Engineering, Architecture and Land  
Surveying, PLLC

Title: Senior Partner/Compliance Officer



## COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach

a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:  
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]

Dated: 02/19/2021 07:47:07 PM

Vendor: N&P Engineering, Architecture and  
Land Surveying, PLLC

Title: Senior Partner/Compliance Officer



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Russell Z. Scott, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US
- Business Address: 70 MAXESS ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 427-5665
- Other present address(es):  
City: East Northport State/Province/Territory:        Zip/Postal Code: 11731  
Country: US  
Telephone: 6312391203

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	██████████
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

---

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?



YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Russell Scott , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Russell Scott , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

N&P Engineering, Architecture and Land Surveying,  
PLLC

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Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Russell Z. Scott [RSCOTT@NELSONPOPE.COM]

---

Senior Partner  
Title

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02/23/2021 08:31:45 AM  
Date



**Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Robert G. Nelson, Jr., PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 70 MAXESS ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 427-5665

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>[REDACTED]</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?



YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert G. Nelson, Jr., PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert G. Nelson, Jr., PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Robert G. Nelson, Jr., PE [RNELSON@NELSONPOPE.COM]

---

Senior Partner  
Title

---

02/22/2021 09:00:21 AM  
Date

**Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Thomas C. Dixon, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
[REDACTED] Patchogue State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 70 MAXESS ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 427-5665

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>[REDACTED]</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



I, Thomas C. Dixon, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas C. Dixon, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Thomas C. Dixon, PE [TDIXON@NELSONPOPE.COM]

---

Senior Partner  
Title

---

02/22/2021 09:02:54 AM  
Date

**Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Thomas F. Lembo, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 70 MAXESS ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 427-5665

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>[REDACTED]</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?



YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Thomas F. Lembo, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas F. Lembo, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]

---

Senior Partner/Compliance Officer  
Title

---

02/22/2021 09:11:03 AM  
Date

**Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Gregory D. Peterman, PLS  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 70 MAXESS ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 427-5665

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>[REDACTED]</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Gregory D. Peterman, PLS , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Gregory D. Peterman, PLS , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Gregory D. Peterman, PLS [GPETERMAN@NELSONPOPE.COM]

---

Senior Partner

Title

---

02/22/2021 09:09:08 AM

Date



**Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Eric J. McFerran, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 70 MAXESS ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 427-5665

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>[REDACTED]</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



I, Eric J. McFerran, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Eric J. McFerran, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

N&P Engineering, Architecture and Land Surveying,  
PLLC

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Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Eric J. McFerran, PE [EMCFERRAN@NELSONPOPE.COM]

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Senior Partner

Title

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02/22/2021 09:05:58 AM

Date

**Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 02/22/2021

1) Proposer's Legal Name: N&P Engineering, Architecture and Land Surveying, PLLC

2) Address of Place of Business: 70 MAXESS ROAD

City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

Address: 572 Walt Whitman Road

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

Start Date: 01-JAN-54 End Date: 15-JUN-20

3) Mailing Address (if different): 70 Maxess Road

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

Phone: (631) 427-5665

Does the business own or rent its facilities? ☒ If other, please provide details:

4) Dun and Bradstreet number: 70 Maxess Road

5) Federal I.D. Number: 11-3551992

6) The proposer is a: Partnership (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

1 File(s) Uploaded: BHF\_Ques 7\_ ALL Partners\_Ownership w-add\_01.03.2020xx.pdf

8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details:

1 File(s) Uploaded: BHF\_Ques 8\_ ALL Partners\_Ownership w-add\_01.03.2020xx.pdf

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☒ NO ☐ If yes, please provide details:

Please see attached

1 File(s) Uploaded: BHF\_Ques 9\_ ALL Partners\_Ownership w-add\_01.03.2020xx.pdf

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attached.

1 File(s) Uploaded: Business History Form Q13 Response\_10.17.19xx.pdf

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Refer to attached page.

1 File(s) Uploaded: BHF\_ Ques \_ 17 A i\_ii\_iii (Bus Hx Form resp 17 A\_i\_ii\_iii\_rev 09.17.2019x).pdf

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau



County.

Refer to attached page.

1 File(s) Uploaded: BHF\_Ques \_ 17 A i\_ii\_iii (Bus Hx Form resp 17 A\_i\_ii\_iii\_rev 09.17.2019x).pdf

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Refer to attached page.

1 File(s) Uploaded: BHF\_Ques \_ 17 A i\_ii\_iii (Bus Hx Form resp 17 A\_i\_ii\_iii\_rev 09.17.2019x).pdf

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Refer to attached page.

2 File(s) Uploaded: BHF\_Ques \_ 17 B (Bus Hx Form resp 17 B\_rev 09.17.2019x).pdf, BHF\_Ques \_ 17 B (Bus Hx Form resp 17 B\_rev 09.17.2019x).pdf

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

01/01/1954

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

See attached.

*No individuals with a financial interest in the company have been attached..*

1 File(s) Uploaded: BHF\_Ques\_A ii\_iii\_NP ONLY Partners\_Ownership w-add\_01.03.2020.pdf

- iii) Name, address and position of all officers and directors of the company. If none, explain.

See attached.

*No officers and directors from this company have been attached.*

1 File(s) Uploaded: BHF\_Ques\_A ii\_iii\_NP ONLY Partners\_Ownership w-add\_01.03.2020.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

■

- vi) Annual revenue of firm;

■

- vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: BHF\_Ques\_A viii\_ NP Cert of Auth Eng & Sur.pdf

B. Indicate number of years in business.

65

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See proposal submitted.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Suffolk County Department of Public Works

Contact Person [REDACTED]

Address 335 Yaphank Avenue

City Yaphank State/Province/Territory NY

Country US

Telephone ([REDACTED])

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Town of Oyster Bay Department of Public Works

Contact Person [REDACTED]

Address Division of Engineering, 150 Miller Place

City Syosset, NY State/Province/Territory NY

Country US

Telephone ([REDACTED])

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Town of Brookhaven Highway Department

Contact Person [REDACTED]

Address 1140 Old Town Road

City Coram, NY State/Province/Territory NY

Country US

Telephone ([REDACTED])

Fax # [REDACTED]

E-Mail Address [REDACTED]

I, Thomas F. Lembo, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas F. Lembo, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

### **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: N&P Engineering, Architecture and Land Surveying, PLLC

Electronically signed and certified at the date and time indicated by:  
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]

Senior Partner/Compliance Officer  
Title

02/22/2021 10:08:55 PM  
Date

**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

**N & P ENGINEERING ARCHITECTURE AND LAND SURVEYING  
PLLC  
572 WALT WHITMAN ROAD  
MELVILLE, NY 11747-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 04/01/2019 TO 03/31/2022.



*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0016215 DUPLICATE

**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

**N & P ENGINEERING ARCHITECTURE AND LAND SURVEYING  
PLLC  
572 WALT WHITMAN ROAD  
MELVILLE, NY 11747-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
07/01/2020 TO 06/30/2023.



*Shannon L. Tahoe*  
SHANNON L. TAHOE  
INTERIM COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0017390

**Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction



## **Business History Form**

### **Response to Question 13: Investigations**

#### **Nassau County Integrity Monitoring Agreement:**

Nelson + Pope's Business History Form filings have disclosed existing familial relationships with a Nassau County employee and legislator that could have the appearance of a conflict of interest. In June 2018, Nelson & Pope voluntarily entered into an "Integrity Monitoring Agreement" with Nassau County. The express purpose of the agreement is to assure the County of N+P's commitment to business integrity and compliance with County requirements so as to allow N+P to continue to work on existing County contracts and be considered for future County contracts and subcontracts. An investigation and review of N+P's response to the Conflict of Interest question on the Business History Form made on the Business History Forms was conducted by a County approved independent Integrity Monitor retained by N+P. As a result of the Integrity Monitor's review, N+P agreed to commit to maintaining an effective "Compliance Program" as set forth in the County's document. The program would include up-to-date Compliance and Ethics Policies, Protocols, staff acknowledgements of the existence of any Covered Relationships and compliance training as set forth in the County prepared document entitled "N&P Engineering, Architecture and Land Surveying, PLL Contractor Certification". In compliance with the document, N+P has completed the follow actions:

- The company has assigned a partner, approved by the County, to function as a Compliance Officer, responsible for monitoring and enforcing the Company's Compliance and Ethics Policies.
- The Company has prepared and adopted the "N+P Protocols for Nassau County Projects", approved by the County, that contains the Company's policy and procedure relating to preventing and monitoring actual or relationships that could be perceived as conflicts of interest.
- The Company has incorporated the N+P Protocols and the "Nassau County Vendor Code of Ethics" into the Company Employee Handbook.
- All Company staff have submitted signed "Acknowledgement" disclosure forms identifying the existence or non-existence of having Covered Relationships, in compliance with the N+P Protocols.
- All Company staff have received the required compliance and ethics training.
- The Company has filed an updated Business History Form to reflect the implementation of the compliance and ethics policies and results of the staff "Acknowledgement" disclosures.
- The Company's new employee package includes the "Acknowledgement" disclosure form and individual compliance and ethics training.

## **Business History Form**

### **Responses to Question 17A (i), 17 A(ii) and 17(iii)**

**17A (i), 17 A(ii) and 17(iii) Response:**

A few years after beginning [REDACTED] employment at N&P, [REDACTED]

[REDACTED] s discussed in our response to [REDACTED] all N&P staff are required to sign an [REDACTED], that is included with our Nassau County approved “N&P Protocols for Nassau County Projects”. In the Acknowledgment, the staff must identify any “Covered Relationships” that exist. After reviewing the definition of a Family Member on page 111 of the Nassau County Vendor Code of Ethics, it is our opinion and that of [REDACTED] attorney, the N&P employee does not have any “Covered Relationships”. Therefore, there exists no actual or appearance of a conflict of interest.

Five (5) N&P staff did identify in their signed Acknowledgement Certifications that they had “Covered Relationships”. Three (3) staff members identified relations that were Nassau County Police Officers, one (1) staff member identified a brother who is a Nassau County Police Detective and one (1) employee who identified a daughter who in 2017 was hired as a Clerk Laborer I in the Nassau County Clerk’s Office, two (2) years following his commencing employment with N&P. Due to the work responsibilities of the individuals identified as “Covered Relationships”, there is no existing actual or appearance of a conflict of interest that would prevent these N&P staff from working on all aspects of Nassau County projects or soliciting or prepare proposals for future Nassau County projects.

## **Business History Form**

### **Responses to Question 17B**

#### **17B Response:**

All N+P employees have signed and are bound by Section 2.33 Duty of Loyalty/Code of Ethics, Conflict of Interest, pages 49 through 54 of the N+P Employee Handbook (dated 2019) which describes the responsibility of the employee with respect to conflicts of interest. Additionally, contained in the Appendix of the Handbook are N+P Protocols for Nassau County Projects and a copy of the Nassau County Vendor Code of Ethics pages 106 through 123. N+P Protocols for Nassau County Projects has been reviewed and approved by the Compliance section of the Nassau County's Office of the County Executive. It Contains an Acknowledgement Certification, which all Staff must sign and identify any "Covered Relationships" that is an actual or may have the appearance of a conflict of interest. It is N+P's company-wide policy that all potential projects and proposals are reviewed by partners and senior staff to identify the potential existence or appearance of conflicts of interest prior to accepting the project. If an actual or may have the existence of a, the company will make full disclosure and implement appropriate measures to mitigate the potential conflict. For Nassau County projects, our Nassau County designated Compliance Officer is notified, and the appropriate mitigation will be implemented. If it is found that an employee did not disclose a potential conflict of interest, they are subject to disciplinary action as stated in the handbook. Additionally, the ethical requirements of the professional licenses of partners and professional staff prohibit them from not disclosing known potential conflicts of interest that may exist.

## N & P Engineering, Architecture and Land Surveying, PLLC

### Partners Information as of 01/01/2020

	Ownership	Position	Profession	State	Lic #
<b>Nelson, Robert, Jr.</b> [REDACTED]	11.7404%	Partner	Engineer	NY	57296
<b>Lembo, Thomas</b> [REDACTED]	18.4126%	Partner	Engineer	NY FL	74701 58849
<b>Peterman, Gregory</b> [REDACTED]	13.6166%	Partner	Surveyor	NY CT	50213 70061
<b>McFerran, Eric</b> [REDACTED]	18.4126%	Partner	Engineer	NY	76844
<b>Dixon, Thomas</b> [REDACTED]	14.3201%	Partner	Engineer	NY CT	80973 24626
<b>Scott, Russell</b> [REDACTED]	10.8451%	Partner	Engineer	NY	87707
<b>Sciara, Michael</b> [REDACTED]	5.4054%	Partner	Architect	NY	31986
<b>Crane, Matt</b> [REDACTED]	7.2472%	Partner	Surveyor	NY	50065
	100.0000%	-	-	-	-

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: N&P Engineering, Architecture and Land Surveying, PLLC

Address: 70 MAXESS ROAD

City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 11-3551992

3. Type of Business: Partnership (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded VDF\_Ques 4 & 5\_NP ONLY Partners\_Ownership w-add\_01.03.2020.pdf

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

1 File(s) uploaded VDF\_Ques 4 & 5\_NP ONLY Partners\_Ownership w-add\_01.03.2020.pdf

*No shareholders, members, or partners have been attached to this form.*

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached.

5 File(s) uploaded CCVD Q6 Response \_GOSR Island Park Streetscape CFPW19000017.pdf, CCVD Q6 Response \_Proposal\_Building OnCall(2019).pdf, CCVD Q6 Response \_Proposal\_Merrick Ave Sig.pdf, CCVD Q6 Response \_Proposal\_Sign Exp Ph 10.pdf, CCVD Q6 Response \_Proposal\_Survey Title Srch Ins.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or



promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.  
NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):  
NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:  
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]

Dated: 02/22/2021 09:47:31 PM

Title: Senior Partner/Compliance Officer

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## N & P Engineering, Architecture and Land Surveying, PLLC

### Partners Information as of 01/01/2020

	Ownership	Position	Profession	State	Lic #
<b>Nelson, Robert, Jr.</b> ████████████████████	██████	Partner	Engineer	NY	57296
<b>Lembo, Thomas</b> ██████████████████	██████	Partner	Engineer	NY FL	74701 58849
<b>Peterman, Gregory</b> ██████████████████	██████	Partner	Surveyor	NY CT	50213 70061
<b>McFerran, Eric</b> ██████████████████	██████	Partner	Engineer	NY	76844
<b>Dixon, Thomas</b> ██████████████████	██████	Partner	Engineer	NY CT	80973 24626
<b>Scott, Russell</b> ██████████████████	██████	Partner	Engineer	NY	87707
<b>Sciara, Michael</b> ██████████████████	██████	Partner	Architect	NY	31986
<b>Crane, Matt</b> ██████████████████	██████	Partner	Surveyor	NY	50065
	██████	-	-	-	-

## **Consultant's, Contractor's and Vendor's Disclosure (CCVD) Form Response to Question 6**

The following is a list of all affiliated and related companies and their relationship to Nelson + Pope:

- N&P Construction Layout (N&P Partners are Individual Owners)
- Nelson Pope & Voorhis, LLC (N&P Majority Owner)
- 572 Walt Whitman Road Associates, LLC (N&P Partners are Individual Owners)
- Vornel Management (N&P Majority Owner)
- HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (N&P Majority Owner)
- N&P Engineering LLC (N&P Majority Owner)
- East Coast Geoservices LLC (N&P Minority Owner)

It is anticipated for the **BUILDING ON-CALL CONTRACT** that the following affiliates/related companies may take part in the performance of the contract.

- N&P Construction Layout (N&P Partners are Individual Owners)
- Nelson Pope & Voorhis, LLC (N&P Majority Owner)

A CCVD has been uploaded for each of these companies.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: N&P Construction Layout

Address: 70 Maxess Road

City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 113237008

3. Type of Business: Partnership (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded VDF\_Ques 4 & 5\_NP ConLay\_Partners\_Ownership w-add\_01.03.2020.pdf

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

see attached

1 File(s) uploaded VDF\_Ques 4 & 5\_NP ConLay\_Partners\_Ownership w-add\_01.03.2020.pdf

*No shareholders, members, or partners have been attached to this form.*

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N&P Engineering, Architecture and Land Surveying, PLLC (N&P Partners are Individual Owners)  
Nelson Pope & Voorhis, LLC (N&P Majority Owner)  
572 Walt Whitman Road Associates, LLC (N&P Partners are Individual Owners)  
Vornel Management (N&P Majority Owner)  
HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (N&P Majority Owner)  
N & P Engineering LLC (N&P Majority Owner)  
East Coast Geoservices LLC (N&P Minority Owner)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒



(a) Name, title, business address and telephone number of lobbyist(s):

NONE - N&P Construction Layout nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE - N&P Construction Layout nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE - N&P Construction Layout nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:  
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]

Dated: 03/23/2021 10:11:30 AM

Title: Senior Partner/Compliance Officer

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

N&P Construction Layout						
Partners Information as of 01/01/2020						
	Ownership	Position	Profession	State	Lic #	
<b>Nelson, Robert, Jr.</b> 10 Topland Place, East Northport, NY 11731	11.7404%	Partner	Engineer	NY	57296	
<b>Lembo, Thomas</b> 3 Cousins Street, Fort Salonga, NY 11768	18.4126%	Partner	Engineer	NY FL	74701 58849	
<b>Peterman, Gregory</b> 4 Ormont Lane, Stony Brook, NY 11790	13.6166%	Partner	Surveyor	NY CT	50213 70061	
<b>McFerran, Eric</b> 9 Hawkins Drive, Northport, NY 11768	18.4126%	Partner	Engineer	NY	76844	
<b>Dixon, Thomas</b> 50 Oakland Street, East Patchogue, NY 11772	14.3201%	Partner	Engineer	NY CT	80973 24626	
<b>Scott, Russell</b> 1001 4th Street, East Northport, NY 11731	10.8451%	Partner	Engineer	NY	87707	
<b>Sciara, Michael</b> 32 Forest Drive, Plainview, NY 11803	5.4054%	Partner	Architect	NY	31986	
<b>Crane, Matt</b> 420 Grove Avenue, Patchogue, NY 11772	7.2472%	Partner	Surveyor	NY	50065	
	100.0000%	-	-	-	-	-

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Nelson, Pope & Voorhis, LLC

Address: 70 Maxess Road

City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 11-3353292

3. Type of Business: Partnership (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded CCVD Q4 NPV Partner Ownership w-add \_07.01.19 .pdf

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

see attached

1 File(s) uploaded CCVD Q5 NPV Partner Ownership w-add \_07.01.19.pdf

*No shareholders, members, or partners have been attached to this form.*

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

East Coast Geoservices LLC (NP&V Majority Owner)  
Vornel Management (NP&V Part Owner)  
N&P Engineering, Architecture and Land Surveying, PLLC (related company)  
572 Walt Whitman Road Associates, LLC (related company)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or

promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.  
NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Carrie O'Farrell. AICP [COFARRELL@NELSONPOPEVOORHIS.COM]

Dated: 02/23/2021 10:28:02 AM

Title: Senior Partner

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



<b>Nelson, Pope &amp; Voorhis LLC</b> <b>Partners Ownership Percentages - 07/01/2019</b>			
	Ownership	Position	Profession
<b>N &amp; P Engineering, Architecture and Land Surveying, PLLC</b>			
572 Walt Whitman Road, Melville, NY 11747	51.0000%	Partner	-
<b>Voorhis, Charles</b> 17 Buena Vista Road, Port Jefferson, NY 11777	7.0000%	Managing 'Partner	Environmental Consultant
<b>McGinn, Steven</b> 30 Karp Drive, Islip Terrace, NY 11752	12.2500%	Partner	Environmental Analyst
<b>Eiseman, Kathryn</b> 167 South Country Road, Bellport, NY 11713	10.0000%	Partner	Environmental Planner
<b>O'Farrell, Carrie</b> 116 The Crescent, Babylon, NY 11702	12.7500%	Senior Partner	Environmental Scientist
<b>Franson, Bonnie (Maria)</b> 20 Bridge Street, Monroe, NY 10950	2.5000%	Partner	Environmental Planner
<b>Stach, Maximilian</b> 8 Crescent Place, Monroe, NY 10950	4.5000%	Partner	Environmental Planner
	100.0000%	-	-

## **Consultant's, Contractor's and Vendor's Disclosure (CCVD)**

### **Form Response to Question 6**

The following is a list of all affiliated and related companies and their relationship to Nelson + Pope:

- N&P Construction Layout (N&P Partners are Individual Owners)
- Nelson Pope & Voorhis, LLC (N&P Majority Owner)
- 572 Walt Whitman Road Associates, LLC (N&P Partners are Individual Owners)
- Vornel Management (N&P Majority Owner)
- HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (N&P Majority Owner)
- N&P Engineering LLC (N&P Majority Owner)
- East Coast Geoservices LLC (N&P Minority Owner)

It is anticipated for the **PROPOSALS: Construction Management for Governor's Office of Storm Recovery Projects RFP # PW – H61001-02CM** that none of the above affiliates/related companies may take part in the performance of the contract.

## **Consultant's, Contractor's and Vendor's Disclosure (CCVD) Form Response to Question 6**

The following is a list of all affiliated and related companies and their relationship to Nelson + Pope:

- N&P Construction Layout (N+P Partners are Individual Owners)
- Nelson Pope & Voorhis, LLC (N+P Majority Owner)
- 572 Walt Whitman Road Associates, LLC (N+P Partners are Individual Owners)
- Vornel Management (N+P Majority Owner)
- HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (N+P Majority Owner)
- N&P Engineering LLC (N+P Majority Owner)
- East Coast Geoservices LLC (N+P Minority Owner)

It is anticipated for **Construction Management and Inspection Services for Resurfacing of Various County Roads – Phase 67 PIN 0761.16 | RFP No. PW-H61587-67CM** that the none of the affiliates/related companies may take part in the performance of the contract.

A CCVD has been uploaded for each of these companies.

## **Consultant's, Contractor's and Vendor's Disclosure (CCVD) Form Response to Question 6**

The following is a list of all affiliated and related companies and their relationship to Nelson + Pope:

- N&P Construction Layout (N&P Partners are Individual Owners)
- Nelson Pope & Voorhis, LLC (N&P Majority Owner)
- 572 Walt Whitman Road Associates, LLC (N&P Partners are Individual Owners)
- Vornel Management (N&P Majority Owner)
- HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (N&P Majority Owner)
- N&P Engineering LLC (N&P Majority Owner)
- East Coast Geoservices LLC (N&P Minority Owner)

It is anticipated for the **PROPOSAL: NCDPW Merrick Avenue Signal Expansion (RFP: RFP# PW-T62461-01D | PIN 0761.44)** that none of the above affiliates/related companies may take part in the performance of the contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME</b> Alyson Graziosi</td> </tr> <tr> <td><b>PHONE (A/C, No., Ext)</b> 516-869-8788</td> <td><b>FAX (A/C, No)</b> 1-516-706-2973</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS</b> agraziosi@crpgroup.com</td> </tr> </table>	<b>CONTACT NAME</b> Alyson Graziosi		<b>PHONE (A/C, No., Ext)</b> 516-869-8788	<b>FAX (A/C, No)</b> 1-516-706-2973	<b>E-MAIL ADDRESS</b> agraziosi@crpgroup.com	
<b>CONTACT NAME</b> Alyson Graziosi							
<b>PHONE (A/C, No., Ext)</b> 516-869-8788	<b>FAX (A/C, No)</b> 1-516-706-2973						
<b>E-MAIL ADDRESS</b> agraziosi@crpgroup.com							
<b>INSURER(S) AFFORDING COVERAGE</b>							
<b>INSURER A</b> Trumbull Insurance Company							
<b>INSURER B</b> Continental Insurance							
<b>INSURER C</b> Travelers Indemnity Company							
<b>INSURER D</b> Berkley Insurance Company							
<b>INSURER E</b>							
<b>INSURER F</b>							

**COVERAGES** **CERTIFICATE NUMBER:** 1257714636 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6020187116	8/14/2020	8/14/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td>EMP BEN.</td><td>\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	EMP BEN.	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
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PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
EMP BEN.	\$ 1,000,000																				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12UENOL5053	8/14/2020	8/14/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ZUP-81M39281-20	8/14/2020	8/14/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 11,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 11,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 11,000,000	AGGREGATE	\$ 11,000,000		\$								
EACH OCCURRENCE	\$ 11,000,000																				
AGGREGATE	\$ 11,000,000																				
	\$																				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y / N	N / A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr><td>E.L. EACH ACC DENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACC DENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
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E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
D	PROFESSIONAL LIAB LITY			AEC-9042895-07	3/8/2021	3/8/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>\$2,000,000</td><td>PER CLAIM</td></tr> <tr><td>\$4,000,000</td><td>AGGREGATE</td></tr> </table>	\$2,000,000	PER CLAIM	\$4,000,000	AGGREGATE										
\$2,000,000	PER CLAIM																				
\$4,000,000	AGGREGATE																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSURED ADDRESS: 70 Maxess Road, Melville, 11747

Nassau County and is officers and affilcts are included as additional insured as per written contract.

## CERTIFICATE HOLDER

## CANCELLATION 30 day notice applies

Nassau County Department of Public Works  
 1194 Prospect Avenue  
 Westbury NY 11590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** October 2, 2019

**SUBJECT:** "On-Call" Building Design Services: Building Construction Group  
Recommendation of Firm for Design Services

Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.

The County received twelve (12) responses to the "Request For Proposals" (RFP).


The technical proposals were evaluated by professional staff within the Department by Rakhal Maitra, Deputy Commissioner, Valiant Yeung, Architect III, Joseph Amerigo, Project Manager III, and Robert LaBaw, Architect IV, Project Manager.

The results of the Technical Evaluation including Cost Proposals are indicated in the attached table.

In our professional judgment, the top five (5) firms, having received a technical rating above 88.0 and being capable of diversified building design services, present the best value to the County. Furthermore, it is the Department's recommendation that each of the top five (5) firms be retained to provide On-Call Building Design Services.

Funding for these professional services will be available on a project specific capital improvement basis.


If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

  
Kenneth G. Arnold  
Commissioner

KGA:RM:jd  
Attachment

c: Elisa Picca, Chief Deputy Commissioner  
Rakhal Maitra, Deputy Commissioner  
Roseann D'Alleva, Deputy Commissioner  
Jane Houdek, Attorney for Public Works  
Joseph Amerigo, Program Manager III  
Robert LaBaw, Architect IV

APPROVED:

  
Brian J. Schneider      Date  
Deputy County Executive

DISAPPROVED:

\_\_\_\_\_  
Brian J. Schneider      Date  
Deputy County Executive





**TECHNICAL RATING SUMMERY**  
**RFP for ON-CALL BUILDING DESIGN SERVICES**  
**RFP # B90406-01D**

**Rated By:** Rakhal Maitra, Valiant Yeung  
 Joseph Amerigo, Robert LaBaw

**Department:** DPW

**Date:** September 12, 2019

Firm Name	Contact Person	Total Score	Average Score	Final Ranking	Fee Proposal (Multiplier)
<b>Beyhan Karahan &amp; Associates, P.C.</b> 55 Greene Street 3 <sup>rd</sup> Floor New York, NY 10001	Beyhan Karahan 212-334-9454	317	79.25	11	2.90
<b>Cameron Engineering &amp; Associates, LLP</b> 177 Crossways Park Drive Woodbury, NY 11797	Michael Hults 516-827-4900	344	86.0	6	2.75
<b>Cashin Associates</b> 1200 Veterans Memorial Highway Hauppauge, NY 11788	Francis Cashin, III 631-348-7600	371	92.75	3	2.75
<b>Ensign Engineering, P.C.</b> 1111 Calhoun Avenue Bronx, NY 10465	Rita Gallagher Marengo 718-863-5590	324	81.0	8	2.50
<b>FPM Engineering Group, PC</b> 909 Marconi Avenue Ronkonkoma, NY 11779	Christopher Schwartz 631-737-6200	326	81.5	8	2.90
<b>Peter F. Gaito &amp; Associates</b> 333 Westchester Avenue White Plains, NY 10604	Peter F. Gaito 914-682-3381	295	73.75	12	4.00
<b>H2M architects + engineers</b> 538 Broad Hollow Road 4 <sup>th</sup> Floor East Melville, NY 11747	George W. Desmarais 631-756-8000	356	89.0	4	2.90
<b>Hirani Engineering and Land Surveying, P.C.</b> 120 West John Street Hicksville, NY 11801	Jitendra Hirani 516-248-1010	323	80.75	10	2.70
<b>LIRo Architects + Planners, PC</b> Three Aerial Way Syosset, NY 11791	Michael Smith 516-938-5476	379	94.75	1	2.50
<b>Lizardos Engineering Associates, P.C.</b> 200 Old Country Road Suite 670 Mineola, NY 11501	Steve Sonmez Sciara 516-484-1020	327	81.75	7	2.75
<b>Nelson &amp; Pope</b> 572 Walt Whitman Road Melville, NY 11747	Michael A. Sciara 631-427-6665	352	88.0	5	2.65
<b>Spector Group</b> 220 Crossways Park West Woodbury, NY 11797	Marc B. Spector 516-365-4240	377	94.25	2	2.50

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: "On-Call" Building Design ServicesDepartment: Public Works Project Manager: Robert LaBour Date: April 4, 2018Service Requested: RFP for "On-Call" Building Design ServicesJustification: Appropriate Professional Design Services for various building projects cannot be achieved with current DPW staffing levels.Requested by: DPW/Buildings Department/Agency/Office 0.01Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) N/A - max. multiplier of 2.75  
Circle appropriate phaseTotal Project Cost: T.B.D. Date Start Work: 9/2018 Duration: 24 mo.  
Includes, design, construction and CM Phase being requestedCapital Funding Approval: YES ☒ NO ☐ Done 4/17/18  
SIGNATURE DATEFunding Allocation (Capital Project): 90406 - \$0.01  
See Attached Sheet if multiyear ☐NIFS Entered: AP  
SIGNATURE DATEAIM Entered: Jeanna Funk 4-30-18  
SIGNATURE DATEFunding Code: 90406-000  
use this on all encumbrancesTimesheet Code: 18-0110  
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐  
Supplemental Environmental DocumentationDepartment Head Approval: YES ☒ NO ☐Kurt Miel  
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐Dirk Schneider  
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES NO Signature \_\_\_\_\_

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Robert LaBaw, Architect IV, Project Manager

**FROM:** Office of the Commissioner

**DATE:** November 5, 2018

**SUBJECT:** CSEA Sub-Contracting Approval  
**C18-128** – Proposed Contract B9040601D – “On-Call” Building Design Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C18-128**,

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.



Roseann D'Alleva  
Deputy Commissioner

RD:las

c: Rakhal Maitra, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Jonathan Lesman, Management Analyst II



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Civil Service Employees Association, Nassau Local 830  
 Att: Ronald Gurrieri, Executive Vice President

**FROM:** Department of Public Works

**DATE:** October 24, 2018

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
 "On-Call" Building Design Contract  
 Proposed Contract No: B9040601D

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services: Architectural / Engineering Services
2. The work involves the following: Providing "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.
3. An estimate of the cost is: \$500,000.00
4. An estimate of the duration is: twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



Roseann D'Alleva  
 Deputy Commissioner

RD:RM:jd

c: Christopher Nicolino, Director, Office of Labor Relations  
 Rakhal Maitra, Deputy Commissioner  
 Loretta Dionisio, Assistant to Deputy Commissioner  
 Christopher Yansick, Unit Head, Financial Management Unit  
 Diane Pyne, Unit Head, Human Resources Unit  
 Jonathan Lesman, Management Analyst II  
 ✓ Robert LaBaw, Architect IV, Project Manager



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Thomas F. Lembo, PE, Partner

Name and Title of Authorized Representative

m/d/yy



02/19/2021

Signature

Date

N & P Engineering, Architecture and Land Surveying, PLLC

Name of Organization

70 Mazess Road, Melville, NY 11747

Address of Organization

APPENDIX A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

Proposer: N&P Engineering, Architecture and Land Surveying, PLLC

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan

1. Proposer's Multiplier:	2.65
2. Proposer's Multiplier for Extra Services:	2.65
3. Sub-Consultant Multiplier: (Cannot Exceed Proposer's Multiplier)	
a. Avitz Engineering, PLLC	2.65
b. The Tocci Group	2.50
c.	
d.	

Attach staffing schedule with names, titles, and hourly rates. Maximum hourly rate **with** multiplier is \$175.00.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: \_\_\_\_\_

(Signature)

PRINT NAME:

Michael A. Sciara, RA, Partner

DATE: 07/30/2019